

2-27-1902

# Merchant's Deed of Trust, 27 February 1902

Prospect Hill Plantation

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MERCHANT'S DEED OF TRUST.

SCHOBER PRINT, FAYETTE, MISS.

STATE OF MISSISSIPPI,  
JEFFERSON COUNTY.

THIS DEED OF TRUST, made this 27<sup>th</sup> day of February A. D. 1902

WITNESSETH: That WHEREAS James Boyd and  
Bitsey Boyd his wife parties of the first part are indebted to  
B. H. Wade  
in the sum of Seventy Seven 48/100 DOLLARS, evidenced

by their promissory note of Even date  
And due November 1<sup>st</sup> 1902

AND WHEREAS, said parties of the first part expect said B. H. Wade  
to advance them money

and sell supplies and merchandise during the year 1902 at such prices as may be agreed upon at the time of delivery  
—or at the usual and customary credit prices—in the Plantation of Prospect Hill Mississippi;

AND WHEREAS, said parties of the first part have agreed to secure the payment of said indebtedness, as also any  
further amounts that may be advanced as aforesaid, and not mentioned herein: The parties of the first part, in consid-  
eration of the premises, as well as for Ten Dollars to them paid by Marshall Wade Trustee,

do hereby bargain, sell, assign, set over and convey to said Trustee the following described property situated in Jeffer-  
son County, Mississippi, viz: their entire interest in any and all crops of Cotton, Corn and all other  
agricultural products, planted or to be planted and raised by them and any hands they may employ during the  
year 1902 on land belonging to B. H. Wade now leased and

occupied by them or any other land they may rent and cultivate during said year, and any and all Cotton and  
Corn that may be due said parties of the first part, as rent for said year, and them unexpired lease of the land

aforesaid, and One black Cow marked with two spots  
on split in the ear and one split in the left ear  
Name Mollie One White and Red  
Heifer marked same as the the same as  
the black cow and about two years old  
One dark bay mare name Stella  
One black mare name Rhoda

and any increase of property, real or personal, that may be hereafter acquired by purchase or otherwise, the title to which,  
unto said Trustee or any successor warrant and agree forever to defend. No verbal permission will be given to  
trade live stock. IN TRUST, however, that if said parties of the first part, shall, on or before the first  
day of November 1902 pay whatever may be due said B. H. Wade

for money advanced, and supplies and merchandise sold and delivered them  
as aforesaid, and all costs incurred on account of said Deed of Trust, then this Deed of Trust to be void as to the indebt-  
edness contracted to that time; but if default is made in said payments, or any part thereof, or subsequent indebtedness  
under this contract, the Trustee shall take possession of said property without notice of any kind, and having given

five days' notice of the time, place and terms of sale by posting written notices in three public places in said  
County, sell said property, or a sufficiency thereof to make said payments, for cash, at public auction, at

Red Gick and said B. H. Wade

or any future legal holder of said debt, can at any time he may desire, appoint a Trustee in the place of  
Marshall Wade or any succeeding Trustee. And should the Trustee at any time believe said  
property, or any part thereof, endangered as a security for said payments, or about to be removed out of said County, he  
shall take the same into his possession and hold till said payments are made, or till said property is sold as aforesaid;

but until demanded by the Trustee for either of the purposes as aforesaid, said parties of the first part can hold the same.  
It is further distinctly understood and agreed between the parties aforesaid, that the prices charged in account for goods,  
supplies and merchandise sold so far as the same have been agreed upon, by and between the parties at the time of sale,  
shall be deemed and held to be fair and reasonable, and if no such prices have been agreed upon, that the credit market  
price prevalent at the time of sale and delivery may be charged and collected under this Deed of Trust; and that should



the said Trustee take possession of said crops of Corn and Cotton or any part thereof, he may proceed to gather or cause to be gathered any and all of said crops standing in the field, and gin and prepare the Cotton, or cause it to be ginned and prepared for market, and hereafter sell it to the best advantage, at private or public sale, as the case may be; and all expenses of picking, gathering ginning, baling and selling shall be a lien upon such Corn and Cotton, and be paid out of the proceeds of sale thereof.

WITNESS *our* signature, this *10th* day of *March* 190*2*

*James H. Boyd*  
*Betsy H. Boyd*

THE STATE OF MISSISSIPPI,  
JEFFERSON COUNTY.

THIS DAY personally appeared before the undersigned,

*J. P.*  
in and for said County, the within named *James Boyd*  
*and Betsy Boyd*  
who acknowledge that *they* signed and delivered the foregoing instrument on  
the day and year therein mentioned.

Given under my hand and seal of office, this *First* day of  
*March* A. D. 190*2*

*J. P. Darden J.P.*

Where proof of execution is made by a subscribing witness, use this form:

THE STATE OF MISSISSIPPI,  
JEFFERSON COUNTY.

PERSONALLY APPEARED before me, the undersigned, one of the subscribing  
in and for said County, the within named witnesses to the foregoing instrument, who, being first duly sworn, depose and saith that he saw the within named  
whose name  
is subscribed thereto, sign and deliver the same to the said

that he, this deponent, subscribed his name  
as a witness thereto in the presence of the said  
and that he saw the other subscribing  
witnesses sign the same in the presence of the said  
and that the witnesses signed in the  
presence of each other, on the day and year therein mentioned.

Sworn to and subscribed this day of 1

Witness my hand and seal of office, this day of 1

MERCHANT'S DEED OF TRUST.

*James Boyd et al*  
*B. H. Wadley*

Filed for Record 1

o'clock M.

Clerk

STATE OF MISSISSIPPI,  
Jefferson County.

I certify that this Deed of Trust was filed for

record in my office at o'clock M., on the  
day of 19

and was duly recorded the

day of 19

on page Book, No. in my office.

Witness my hand and seal of office, this

day of 19

Clerk.

D. C.

Statement of Clerk's Fees.

For recording words @ 10c per 100 \$

Taking acknowledgement

Certificate and seal

Total \$